

MORTGAGE RECORD-59.

In consideration of full payment of the within mortgage I hereby release the same, this 22 day of September 1922, William National Bank, Cashier of Dodge

ATTEST  
Evelyn Posthink  
Register of Deeds

This Indenture, Made this 2nd day of September

year of our Lord one thousand nine hundred + twenty;  
Oliver H. Patterson and Carrie E. Patterson, his wife  
of Lawrence, in the County of Douglas and State of Kansas, of the first part, and  
National National Bank,

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventeen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Lot No Four (4) Dead Right's subdivision of South 250 feet of Block Three (3) Dead Addition to the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Seventeen Hundred DOLLARS, according to the terms of a certain promissory note, this day executed by said parties of the first part.

to the said part of the second part; said note being given for the sum of Seventeen Hundred DOLLARS, dated September 2nd, due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of sixty eight Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Two Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the part of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of the first part, making such sale, on demand, to the said parties of the first part, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

STATE OF KANSAS,  
Douglas County,

Oliver H. Patterson (SEAL)  
Carrie E. Patterson (SEAL)

Be It Remembered, That on this 2d day of September A. D. 1922, before me, Th. E. Hagen, a Notary Public in and for said County and State, came Oliver H. Patterson and Carrie E. Patterson his wife,

(P.S.)

who are to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires October 11, 1922. Th. E. Hagen Notary Public.

This instrument was filed for record on the 2 day of Sept A. D. 1922, at 4:05 o'clock P.M.  
Evelyn Posthink Register of Deeds.  
By: Ernie Wood Deputy.